



UNITED STATES MARINE CORPS
MARINE CORPS BASE HAWAII
LEGAL ASSISTANCE OFFICE
BOX 63002, KANEHOE BAY, HAWAII 96863-3002

SEPARATION AGREEMENT QUESTIONNAIRE

THIS WORKSHEET IS **NOT** YOUR SEPARATION AGREEMENT.

It will be used by this office to prepare your separation agreement. Because the separation agreement produced from this worksheet will require the signatures of both parties, it is vital that this worksheet be completed accurately and that both spouses are in complete agreement as to all the terms.

Although it is possible that a husband and wife are filling out this form together, this office may only represent ONE of the two parties. The other party may seek legal counsel at another Legal Assistance Office. Please decide which of the parties shall be represented by this office.

For this separation agreement, the Marine Corps Base Hawaii, Kaneohe Bay, Legal Assistance Office shall represent (check ONLY one):

☐ **Husband**

☐ **Wife**

☐ Other spouse has an attorney.

Attorney name: _____

Address: _____

Phone no.: _____

	Husband	Wife
Name		
Maiden Name (wife)		
Address		
Phone number		

Place of marriage (City, State): _____

Date of marriage (MM/DD/YYYY): _____

Date of separation (MM/DD/YYYY): _____

MILITARY BENEFITS

- ☐ A party is in the military.
 - ☐ Husband
 - ☐ Wife
 - ☐ Both
- ☐ Spouse is to receive percentage of "retired pay" –
 - ☐ fixed percentage: _____ %
 - ☐ 50%
 - ☐ other: _____ %
 - ☐ formula based on duration of employment and marriage of disposable retired pay
- ☐ Spouse is to be beneficiary of military Survivor Benefit Program

CHILDREN

- ☐ no children
- ☐ 1
- ☐ 2
- ☐ Number: ____

Full Name	Age	Date of Birth

CUSTODY of minor children -

- ☐ Wife to have full custody
- ☐ Husband to have full custody
- ☐ Joint custody
 - ☐ but children reside with Wife
 - ☐ but children reside with Husband
 - ☐ without residing predominantly with either
- ☐ Agreement to be silent on subject
- ☐ recite that upon death of custodial parent, non-custodial parent shall have custody

CHILD SUPPORT -

- ☐ non-custodial parent to pay specific amounts for child support for each child -

Amount **per child**: \$ _____

To be paid how frequently:

- ☐ weekly
☐ biweekly
☐ monthly
☐ other: _____

Payments to end (if the child is NOT attending college) at age

- ☐ 18
☐ 21
☐ other: _____

But if the child is ATTENDING COLLEGE payments to end at

- ☐ 22
☐ the same age as if not attending college
☐ some other age: _____

- ☐ no child support to be sought
- ☐ payments increase with Consumer Price Index (CPI)
- ☐ payments increase on specific dates - dates and payments:

Re payments for college -

- ☐ non-custodial parent to make additional payments while children in college -
\$_____ per _____ (month, week, etc) per child
- ☐ non-custodial parent to pay into a college fund -
\$_____ per _____ (month, week, etc) per child
- ☐ both parties to pay to college fund -
Husband - \$_____ per _____ (month, week, etc) per child
Wife - \$_____ per _____ (month, week, etc) per child
- ☐ non-custodial parent to pay
- ☐ all college expenses
 - ☐ one-half of the college expenses
 - ☐ but not more than
 - ☐ \$ _____ per annum per child, or
 - ☐ cost of attending:
- ☐ college payments increase with CPI

- ☐ child support DEVIATES from PRESUMPTIVE AMOUNT: \$
- ☐ non-custodial parent may claim tax exemptions for children

VISITATION -

- ☐ non-custodial parent to have visitation rights pursuant to a specific schedule
 - ☐ Sat or Sun weekly or
 - ☐ Sat & Sun biweekly
 - ☐ Christian or ☐ Jewish holidays
 How many weeks in summer: _____ [☐ consecutive]
- ☐ non-custodial parent to have "reasonable" visitation
- ☐ visitation for non-custodial parent not to be discussed
- ☐ "reasonable" visitation rights for grandparents

MOVING CHILDREN'S RESIDENCE -

- ☐ no restrictions
- ☐ visitation rights shall be adjusted
- ☐ moving from the state prohibited
- ☐ moving more than _____ miles prohibited
- ☐ other restrictions: _____

Restrictions on moving to terminate -

- ☐ when children reach majority
- ☐ on a specific date: _____
- ☐ remarriage of custodial parent
- ☐ health of custodial parent requires move
- ☐ Agreement to be silent regarding termination

MAINTENANCE PAYMENTS TO WIFE

- ☐ Husband to pay specific amounts to Wife
 - \$ _____ to be paid ☐ weekly ☐ biweekly ☐ monthly ☐ other: _____
- ☐ no maintenance to be provided [☐ but Wife expressly may later apply to a court for maintenance]
- ☐ payments to terminate on specific date (other than death/remarriage) - date: _____
- ☐ payments increase with CPI
- ☐ payments increase on specific dates - specify: _____

MARITAL RESIDENCE (occupied prior to separation)

Address: _____

The marital residence was -

- ☐ an apartment
- ☐ a ☐ house/☐ condo/☐ coop owned by BOTH parties
- ☐ a ☐ house/☐ condo/☐ coop owned by Husband
- ☐ a ☐ house/☐ condo/☐ coop owned by Wife
- ☐ rented premises (other than an apartment)

Legal title to be -

- ☐ transferred to Husband and Wife as tenants in common
- ☐ transferred to Wife
- ☐ transferred to Husband
- ☐ left unchanged

- ☐ transferee to pay lump sum for transferor's interest: \$
- ☐ transferor to continue to pay expenses of marital residence - describe:

Possession of marital residence to be given to -

- ☐ Wife
- ☐ Husband
- ☐ marital residence is to be sold -
 - ☐ but Wife may reside until the sale
 - ☐ but Husband may reside until the sale
 - ☐ neither may reside

- ☐ marital residence to be sold only if party in possession -
 - ☐ vacates ☐ remarries ☐ cohabits with adult ☐ children emancipated

Proceeds of sale of marital residence to be paid -

- ☐ equally by Husband and Wife
- ☐ to Wife
- ☐ to Husband
- ☐ \$ _____ to Wife, balance to Husband
- ☐ \$ _____ to Husband, balance to Wife
- ☐ other:

- ☐ a minimum acceptable sales price: \$ _____

Is marital residence affected by -

- ☐ an existing mortgage or similar instrument
- ☐ insurance premiums
- ☐ real estate taxes
- ☐ condo [☐ coop] charges or fees

These are to be paid by -

- ☐ Husband and Wife in equal shares
- ☐ Husband
- ☐ Wife
- ☐ other: _____

Minor repairs [☐ less than \$ _____] to be paid by -

- ☐ parties equally
- ☐ Husband
- ☐ Wife
- ☐ other:
- ☐ Agreement to be silent on subject

☐ there is OTHER REAL ESTATE, the rights to which should be set forth in Agreement - describe property and rights:

DEBTS

☐ there are marital debts to be listed and paid -

- ☐ by Husband
- ☐ by Wife
- ☐ some by Husband and some by Wife: _____

5. JOINT BANK ACCOUNTS

☐ there are accounts containing funds

Approx. amount: \$

To be paid to -

- ☐ Husband
- ☐ Wife
- ☐ Husband and Wife equally
- ☐ in some other fashion:

☐ some accounts have been drained by ☐ Husband / ☐ Wife

- ☐ Husband to pay Wife \$ _____ to settle claims
- ☐ Wife to pay Husband \$ _____ to settle claims
- ☐ all such claims are waived

☐ Agreement to be silent on subject

Identify the accounts:

INCOME TAXES

- ☐ parties filed joint returns [☐ for 2010]
☐ parties are GOING TO file joint returns [☐ for 2010]

Refunds are to be paid to -

- ☐ Husband
☐ Wife
☐ parties equally
☐ in proportion to income
☐ other:
☐ Agreement to be silent on subject

Any deficiency (or taxes due) are to be paid by -

- ☐ Husband
☐ Wife
☐ parties equally
☐ in proportion to income
☐ party who caused the deficiency
☐ Agreement to be silent on subject

7. AUTOMOBILES –

Vehicle	Who will keep it	Any provisions regarding expenses

8. LIFE INSURANCE

- ☐ Husband (or ☐ wife) is to -
☐ maintain existing insurance
☐ maintain existing insurance and increase coverage
☐ procure new insurance (none exists)
☐ Agreement to be silent on subject

Amount of existing insurance: \$ _____
Amount of additional insurance to be procured: \$ _____
Total insurance to be maintained: \$ _____

The life insurance is to be for the benefit of -

- ☐ Wife (or ☐ husband), or if s/he dies children
- ☐ just Wife (or ☐ husband)
- ☐ just children

☐ Wife (or ☐ husband) to pay portion of insurance premiums - amount or share: _____

MEDICAL INSURANCE

☐ Husband to maintain medical insurance for benefit of -

- ☐ Wife and children [☐ just minor children]
- ☐ just Wife
- ☐ just children [☐ just minor children]

☐ Husband to maintain "major medical" insurance (in addition to basic coverage)

☐ Husband need not maintain insurance if Wife's employer provides coverage

☐ requirement for insurance to end on a specific date:

Re the deductible under medical insurance -

- ☐ Husband pays deductible
- ☐ he pays half the deductible
- ☐ he pays some other portion:
- ☐ Wife (not Husband) pays deductible
- ☐ Agreement to be silent on subject

Should the same rule apply to -

- ☐ dental and orthodontic expenses
- ☐ all medical expenses not covered by insurance

If not, is anything to be provided:

LAST WILL AND TESTAMENT

☐ Husband can freely dispose of his estate

☐ Husband must bequeath \$ _____ to Wife, or if she dies to children

☐ Husband must bequeath _____ % of his estate to Wife, or if she dies to children

☐ Husband must bequeath \$ _____ to children directly

☐ Husband must bequeath _____ % to children

☐ requirement ends on a specific date: _____

☐ Wife to be subject to same requirement as to her estate

MISCELLANEOUS

☐ prepare a short form (easier to negotiate)

Month in which Agreement will be executed: _____

☐ other LUMP SUM PAYMENT to be made by ☐ Husband / ☐ Wife - \$ _____

- ☐ Non-military member to pay spouse a portion of a PENSION PLAN

Company providing plan: _____

Military member's share –

- ☐ 50%
☐ other: _____ %
☐ formula based on duration of employment and marriage

- ☐ Agreement to contain representations re NET WORTH and INCOME

Husband's approx. income: \$ _____

Husband's net worth: between \$ _____ and \$ _____

Wife's approx. income: \$ _____

Wife's net worth: between \$ _____ and \$ _____

- ☐ if there is a material change in economic circumstances, either party may apply to a court for modification

- ☐ disputes to be resolved by arbitration - where: _____

- ☐ a previously executed prenuptial agreement is to be superseded - date of agreement: _____

Also prepare -

- ☐ Memorandum of Agreement
☐ Financial Statements

PARTIES CERTIFICATION OF UNDERSTANDING AND AGREEMENT: We understand and agree to the terms and provisions of this worksheet. We specifically consent to the preparation by a military attorney, of all legal documents necessary to accomplish this separation agreement. The legal documents that are prepared will then require our signatures in front of a notary public. We understand that both parties have the right to hire our own attorneys, who would be responsible for protecting our interests. We also understand that as an active duty servicemember or lawful dependant that we are eligible to consult with a military attorney free of charge, prior to signing this worksheet or the agreement that is prepared from the enclosed information. We further understand that such consultation is recommended.

Wife (did) (did not) consult with an attorney.

Attorney Name:

Attorney Phone Number:

Husband (did) (did not) consult with an attorney.

Attorney Name:

Attorney Phone Number:

- ☐ Husband has read and agreed to the information contained in this worksheet.
- ☐ Wife has read and agreed to the information contained in this worksheet.